



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## DECISION

**Dispute Codes** CNR, OLC, FFT; CNC, OLC, FFT

### **Introduction**

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This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the Act) for the following:

- Cancellation of a 10 Day Notice pursuant to section 46
- An order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act
- Authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

The hearing also dealt with an application by the Tenant for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47
- An order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act
- Authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

## **Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence**

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Each party acknowledged service by the other party. No issues of service were raised. I find each party served the other in compliance with the Act.

## **Preliminary Issue – Withdrawal of Claim by Landlord and Amendment by Tenant**

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The Landlord withdrew the 10-Day Notice to End Tenancy. Accordingly, the Tenant's application to dispute the 10-Day Notice is dismissed without leave to reapply.

The Tenant requested an amendment to their application, acknowledging that the original filing under section 48(1) of the Act (Notice to End Tenancy During Employment) was made in error, and that the dispute should properly have been brought under section 47(1) (One Month Notice to End Tenancy for Cause). As the One Month Notice was issued under section 47(1), all submitted evidence pertains to that section, both parties understood the application related to section 47(1), and the Landlord consented to the amendment, I have amended the application accordingly.

## **Preliminary Issue – Severance**

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The Tenant's application included unrelated claim(s) in addition to the Tenant's application to dispute the Landlord's 10 Day Notice.

Rule 2.3 of the *Residential Tenancy Branch Rules of Procedure* states that claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

I find that the Tenant's primary application pertains to disputing the Notice. The additional claim(s) are not related to whether the tenancy continues.

Therefore, all the Tenant's claims except for the application to dispute the Landlord's Notice and reimbursement of the filing fee are dismissed with leave to reapply.

The Tenant may reapply for these claims subject to any applicable limits set out in the Act, should the tenancy continue.

### **Preliminary Issue - Settlement**

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Pursuant to section 63 of the Residential Tenancy Act, the parties reached a settlement during the hearing regarding the manner of communication for the remainder of the tenancy. By consent, I order the following terms, which are binding on the parties and enforceable as an order of the Director:

1. The primary means of communication between the Landlord and the Tenant will be by email. The recipient must respond within 24 hours of receipt.
2. Emergency or urgent communications will be sent by text message. The recipient must respond as soon as possible.
3. Notice of entry will be provided by email and will be effective upon three days' notice.

Failure to comply with any of the above terms may result in enforcement through the RTB.

This order resolves only the specific issue addressed in the settlement and does not affect the parties' rights or obligations with respect to any other matter arising under the tenancy agreement or the *Residential Tenancy Act*, except as expressly set out.

## **Issues to be Decided**

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1. Should the Landlord's One Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?
2. Is the Tenant entitled to recover the filing fee for this application from the Landlord?

## **Background and Evidence**

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I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

### *Tenancy*

The parties agreed this tenancy started July 1, 2025 for monthly rent due on the first of \$3,300.00. The Tenant paid a security deposit of \$1,650.00. The tenancy is ongoing.

### *One Month Notice*

The Landlord issued a One Month Notice to End Tenancy dated July 12, 2025, less than two weeks after the tenancy began, with an effective end date of August 31, 2025. The Tenant applied to dispute the Notice within the statutory deadline.

The Notice cites three grounds:

1. Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
2. Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord. put the landlord's property at significant risk.

3. Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The Notice details the following incidents. On July 9, 2025, the Landlord attended the scheduled move-in inspection, but both Tenants failed to participate despite prior written notice. At that time, multiple guests occupied the unit, and the Tenants did not assist in the inspection or request the guests' departure.

Further, the Landlord had clearly communicated a preference for text messaging as the primary means of contact and warned that ignoring texts and calls would be deemed uncooperative. The Tenants continued to ignore text messages and calls, responding only by email. They also displayed a poor attitude. These actions have adversely affected the Landlord's health and ability to manage the tenancy.

### Analysis

When two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim

### **Should the Landlord's One Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?**

#### *Burden of Proof*

The Landlord has the burden to prove that they have sufficient grounds to issue the One Month Notice under section 6.6 of the Rules of Procedure. The Landlord must establish grounds on a balance of probabilities meaning that it is more likely than not that the facts occurred as claimed.

### *Landlord's Evidence*

The Landlord testified that she permitted the Tenants to move in early without charging additional rent and, as a gesture of goodwill, offered a \$100.00 rental reduction. She further stated that although the Tenants had a pet and refused to pay a pet deposit, she chose not to insist on payment. The Landlord described her conduct as kind and generous; however, she asserted that, in return, the Tenants have been discourteous, unappreciative, and uncooperative.

As an example, the Landlord cited July 9, 2025, when, despite prior written notice, the Tenants did not participate in the scheduled move-in inspection, had guests present, and did not assist with the inspection or request that the guests leave. Although the parties signed a condition inspection report, the Landlord found the Tenants' conduct during the process to be uncooperative and discourteous.

The Landlord also testified that she clearly informed the Tenants, by email and text, that her preferred method of communication was by text message, and she warned them that ignoring texts and calls would be considered uncooperative. Despite this, the Tenants continued to ignore texts and calls and communicated only by email. She said the Tenant's failure to communicate reflected a poor attitude and has seriously affected her health and ability to manage the tenancy.

The Landlord stated she feels disrespected and upset and wishes to end the tenancy.

### *Tenant's Evidence*

The Tenant acknowledged that guests were present during the condition inspection but denied that this constituted valid grounds to end the tenancy. Regarding communication, the Tenant stated that the Landlord sent excessive text messages and made frequent phone calls about non-urgent matters. The Tenants explained that they were often busy and unable to respond immediately. They responded to the best of their ability, did not intend to be discourteous, and found it challenging to manage the Landlord's frequent calls and texts.

The Tenant expressed a desire to remain in the rental unit and asserted that the Landlord has no legitimate basis to end the tenancy.

As noted above, the parties have agreed on a mutually acceptable method of communication to be used for the remainder of the tenancy.

Each of the Landlord's grounds for ending the tenancy are addressed.

*1. Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.*

Section 47 of the *Residential Tenancy Act* allows a landlord to issue a Notice to End Tenancy for Cause if the tenant, or a person permitted on the residential property by the tenant, has significantly interfered with or unreasonably disturbed another occupant or the landlord.

RTB Policy Guideline 55 provides further interpretation, explaining that to justify ending a tenancy for cause, the tenant's conduct must be sufficiently problematic so as to seriously impact the landlord or other occupants. Minor annoyances common in multi-unit residential settings, such as occasional noise or brief disturbances, do not meet this threshold. The Guideline emphasizes that terms such as "significantly" and "unreasonably" indicate a high standard must be met before a tenancy can be ended on these grounds.

To succeed on this ground, the landlord must prove on a balance of probabilities that:

- The tenant or a person permitted by the tenant interfered with or disturbed the landlord or another occupant; and
- The interference or disturbance was either significant or unreasonable, surpassing mere minor annoyances experienced in residential living.

The Guideline also advises that landlords should generally provide tenants with clear written warnings regarding problematic behavior prior to issuing a Notice to End Tenancy, as such warnings demonstrate the landlord's efforts to resolve the issue.

In the present case, I accept the Landlord's evidence that she was personally disturbed and felt disrespected by the Tenant's actions, including the presence of guests during the move-in inspection and the Tenant's failure to adhere to the Landlord's preferred method of communication. However, the Landlord has not established that the Tenant's conduct rises to the level of significant interference or unreasonable disturbance required to justify eviction under section 47 of the Act. The Landlord has also not given the Tenant clear warning of what she expects regarding communication and that the failure to meet these expectations will result in eviction.

Accordingly, the grounds for ending the tenancy on this basis are not established.

*2. Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord. put the landlord's property at significant risk.*

Section 47 of the *Residential Tenancy Act* permits a landlord to end a tenancy where a tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord or has put the landlord's property at significant risk.

The Landlord testified that the Tenants were uncooperative, discourteous, and difficult to communicate with, and provided examples including the July 9, 2025 move-in inspection and their refusal to communicate by her preferred method. She also described these events as having a negative impact on her health and ability to manage the tenancy.

RTB Policy Guideline 55 provides further interpretation. The term "seriously" denotes a substantial risk, not a minor or trivial one. Such risk may arise either

from a high likelihood of harm occurring or from a potentially severe impact if the risk materializes.

“Jeopardizing health” includes creating conditions that pose serious physical or mental harm, such as exposure to toxic substances, unsanitary environments, or risks of serious illness or injury. “Jeopardizing safety” involves actions or omissions that create dangerous conditions, such as fire hazards, violence, or unsafe structural alterations.

Examples of conduct that meet the threshold of seriously jeopardizing health or safety include allowing unsanitary living conditions or hoarding that lead to pest infestations, mould, fire hazards, or other significant health risks beyond the tenant’s unit; creating fire hazards by disabling smoke detectors, overloading electrical circuits, or improperly storing flammable materials; making unauthorized alterations that compromise safety, such as removing safety features or unsafe structural changes; blocking emergency exits that prevent safe evacuation; tampering with security systems that reduce property safety; and misusing appliances in ways that cause fires, gas leaks, flooding, or other dangers.

In this case, the Landlord has not demonstrated that the Tenant’s conduct created a substantial risk to health, safety, or lawful rights as required under section 47. While there were concerns about communication and guests during the inspection, these do not rise to the level of serious jeopardy described in the Act and Policy Guideline.

Accordingly, the grounds for ending the tenancy on this basis are not established.

### *3. Breach of a material term*

Section 47 states a landlord may end a tenancy if the tenant breaches a material term of the tenancy agreement and fails to correct the breach after receiving written notice.

The Landlord alleges that the Tenants' conduct—including failure to participate in the move-in inspection, refusal to communicate by the Landlord's preferred method, and general uncooperativeness—constitutes a breach of a material term. She informed them several times that they must respond by text in a timely manner.

RTB Policy Guideline 8 explains that a material term is one that both parties regard as so important that any breach, even minor, may justify ending the tenancy. Whether a term is material depends on the context and the parties' true intentions, not merely the wording in the agreement, and may differ between tenancies.

Before serving a Notice to End Tenancy for breach of a material term, the alleging party must provide written notice detailing the breach, explaining its materiality, and setting a reasonable deadline for remedy. If the breach remains uncorrected, a Notice to End Tenancy may be issued. To uphold such a notice, an arbitrator must find that a material term was breached, that written notice with a correction deadline was provided, that the deadline was reasonable, and that the breach persisted beyond the deadline. The party alleging the breach bears the burden of proof on a balance of probabilities.

The evidence before me does not establish that the Tenants' conduct breached a term that is both essential to the agreement and expressly or implicitly agreed upon by the parties. While the Tenant did not participate in the inspection, they did sign the condition inspection report. Although the Tenant did not always respond within the Landlord's preferred timeframe, they responded to the best of their ability, particularly given the non-urgent nature of the matters.

Moreover, there is no evidence that the Landlord provided clear written notice of the alleged breach or afforded the Tenant a reasonable opportunity to remedy the issue, as required by the Act and Policy Guideline 8.

While the Landlord may have encountered challenges managing the tenancy, there is insufficient evidence that the Tenants were properly notified in writing of any breach and given a fair opportunity to correct it.

Accordingly, the Notice to End Tenancy on the grounds of breach of a material term is not proven by the Landlord.

*Conclusion*

In conclusion, based on the evidence before me, the testimony of both parties, and on a balance of probabilities, I find that the Landlord has not proven sufficient cause to end this tenancy under the grounds stated in the One Month Notice.

Accordingly, the Tenant's application to cancel the Landlord's One Month Notice under section 47 of the Residential Tenancy Act is granted.

The One Month Notice is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the Act.

**Is the Tenant entitled to recover the filing fee for this application from the Landlord?**

As the Tenant was successful in their application, I find that the Tenant is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act. The Tenant may deduct this amount from rent on a one-time basis.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 11, 2025